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 Counsel for Plaintiff

**UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	2:09-CV-00086-KJD-(GWF)
)	
\$999,830.00 IN UNITED STATES)	
CURRENCY,)	
)	
Defendant.)	

**SETTLEMENT AGREEMENT, STIPULATION FOR ENTRY OF JUDGMENT OF
 FORFEITURE AS TO \$999,830.00 IN UNITED STATES CURRENCY
 AND MICHAEL SIMARD, AND ORDER**

The United States of America ("United States"), by and through Daniel G. Bogden, United States Attorney for the District of Nevada, and Michael A. Humphreys, Assistant United States Attorney, and MICHAEL SIMARD and his counsel, Ronald N. Richards, respectively, stipulate as follows:

1. This case is a civil forfeiture action seeking to forfeit \$999,830.00 in United States Currency under Title 21, United States Code, Section 881(a)(6); and Title 18, United States Code, Section 981(a)(1)(A).

1 2. MICHAEL SIMARD filed a Claim on March 20, 2009, and an Answer on March 20,
2 2009. Claim, ECF No. 6; Answer, ECF No. 7.

3 3. MICHAEL SIMARD knowingly and voluntarily agrees to the civil judicial forfeiture of
4 the \$999,830.00 in United States Currency.

5 4. MICHAEL SIMARD knowingly and voluntarily agrees to forfeit the \$999,830.00 in
6 United States Currency to the United States.

7 5. MICHAEL SIMARD knowingly and voluntarily agrees to relinquish all right, title, and
8 interest in the \$999,830.00 in United States Currency.

9 6. MICHAEL SIMARD knowingly and voluntarily agrees to waive his right to any civil
10 judicial forfeiture proceedings ("proceedings") concerning the \$999,830.00 in United States Currency.

11 7. MICHAEL SIMARD knowingly and voluntarily agrees to waive service of process of
12 any and all documents filed in this action or any proceedings concerning the \$999,830.00 in United
13 States Currency arising from the facts and circumstances of this case.

14 8. MICHAEL SIMARD knowingly and voluntarily agrees to waive any further notice to
15 him, his agents, or his attorneys regarding the forfeiture and disposition of the \$999,830.00 in United
16 States Currency.

17 9. MICHAEL SIMARD knowingly and voluntarily agrees not to file any claim, answer,
18 petition, or other documents in any proceedings concerning the \$999,830.00 in United States
19 Currency.

20 10. MICHAEL SIMARD knowingly and voluntarily agrees to withdraw any claims,
21 answers, counterclaims, petitions, or other documents they filed in any proceedings concerning the
22 \$999,830.00 in United States Currency.

23 11. MICHAEL SIMARD knowingly and voluntarily agrees to waive the statute of
24 limitations, the CAFRA requirements, Fed. R. Civ. P. Supp. Rule A, C, E, and G, the constitutional
25 requirements, and the constitutional due process requirements of any forfeiture proceedings
26 concerning the \$999,830.00 in United States Currency.

1 12. MICHAEL SIMARD knowingly and voluntarily agrees to waive his right to a trial on
2 the forfeiture of the \$999,830.00 in United States Currency.

3 13. MICHAEL SIMARD knowingly and voluntarily agrees to waive (a) all constitutional,
4 legal, and equitable defenses to, (b) any constitutional or statutory double jeopardy defense or claim
5 concerning, and (c) any claim or defense under the Eighth Amendment to the United States
6 Constitution, including, but not limited to, any claim or defense of excessive fines or cruel and unusual
7 punishments in any proceedings concerning the \$999,830.00 in United States Currency.

8 14. MICHAEL SIMARD knowingly and voluntarily agrees to the entry of a Judgment of
9 Forfeiture of the \$999,830.00 in United States Currency to the United States.

10 15. MICHAEL SIMARD understand that the forfeiture of the \$999,830.00 in United States
11 Currency shall not be treated as satisfaction of any assessment, restitution, fine, cost of imprisonment,
12 or any other penalty that may be imposed on MICHAEL SIMARD in addition to forfeiture.

13 16. MICHAEL SIMARD knowingly and voluntarily agrees to the conditions set forth in
14 this Settlement Agreement, Stipulation for Entry of Judgment of Forfeiture as to MICHAEL SIMARD
15 and Order ("Settlement Agreement").

16 17. MICHAEL SIMARD knowingly and voluntarily agrees to hold harmless the United
17 States, the United States Department of Justice, the United States Attorney's Office for the District of
18 Nevada, the United States Department of Homeland Security, the Department of the United States
19 Treasury, their agencies, their agents, and their employees from any claim made by MICHAEL
20 SIMARD or any third party arising out of the facts and circumstances of this case.

21 18. MICHAEL SIMARD knowingly and voluntarily releases and forever discharges the
22 United States, the United States Department of Justice, the United States Attorney's Office for the
23 District of Nevada, the Drug Enforcement Administration, the Department of the United States
24 Treasury, their agencies, their agents, and their employees from any and all claims, rights, or causes of
25 action of any kind that MICHAEL SIMARD now have or may hereafter have on account of, or in any
26 way growing out of, the seizures and the forfeitures of the property in the abandonment, the civil

1 administrative forfeitures, the civil judicial forfeitures, and the criminal forfeitures.

2 19. MICHAEL SIMARD knowingly and voluntarily acknowledges, understands, and
3 agrees that (a) federal law requires the Department of the United States Treasury and other disbursing
4 officials to offset federal payments to collect delinquent tax and non-tax debts owed to the United
5 States and to individual states (including past-due child support); (b) if an offset occurs to the payment
6 to be made pursuant to this agreement, they will receive a notification from the Department of the
7 United States Treasury at the last address provided by them to the governmental agency or entity to
8 whom the offset payment is made; (c) if they believe the payment may be subject to an offset, they
9 may contact the Treasury Department at 1-800-304-3107; (d) the terms of this settlement do not affect
10 the tax obligations fines, penalties, or any other monetary obligations owed to the United States or an
11 individual state; and (e) the exact sum delivered to Ronald N. Richards, on behalf of him, may well be
12 a lesser sum, if the Treasury Offset Program reduces the amount in satisfaction of a debt obligation.

13 20. After the property is forfeited in the civil case and the United States District Court has
14 signed the Settlement Agreement concerning the property, within a practicable time thereafter for the
15 United States, the United States agrees to release to MICHAEL SIMARD through his attorneys, the
16 Law Offices of Ronald Richards, & Associates, APC, one payment of \$60,000.00 in United States
17 Currency less any debt owed to the United States, any agency of the United States, or any debt in
18 which the United States is authorized to collect, as sent for below, to the Law Offices of Ronald
19 Richards and Associates, APC, Attorney Client Trust Account. MICHAEL SIMARD and/or his
20 attorneys, The Law Offices of Ronald Richards and Associates, APC knowingly and voluntarily
21 agrees to fill out the Department of the United States Treasury Automated Clearing House ("ACH")
22 form accurately and correctly and submit it to the United States Attorney's Office so that the payment
23 of the money can be disbursed by electronic fund transfer. MICHAEL SIMARD and/or his attorneys,
24 The Law Offices of Ronald Richards and Associates, APC, knowingly and voluntarily agrees the
25 \$60,000.00 in United States Currency may be offset by any debt owed to the United States, any
26 agency of the United States, or any debt in which the United States is authorized to collect.

1 21. Each party acknowledges and warrants that its execution of the Settlement Agreement
2 is free and is voluntary.

3 22. The Settlement Agreement contains the entire agreement between the parties.

4 23. Except as expressly stated in the Settlement Agreement, no party, officer, agent,
5 employee, representative, or attorney has made any statement or representation to any other party,
6 person, or entity regarding any fact relied upon in entering into the Settlement Agreement, and no
7 party, officer, agent, employee, representative, or attorney relies on such statement or representation in
8 executing the Settlement Agreement.

9 24. The persons signing the Settlement Agreement warrant and represent that they have full
10 authority to execute the Settlement Agreement and to bind the persons and/or entities, on whose behalf
11 they are signing, to the terms of the Settlement Agreement.

12 25. This Settlement Agreement shall be construed and interpreted according to federal
13 forfeiture law and federal common law. The jurisdiction and the venue for any dispute related to,
14 and/or arising from, this Settlement Agreement is the unofficial Southern Division of the United States
15 District Court for the District of Nevada, located in Las Vegas, Nevada.

16 26. Each party shall bear his/her/their or its own attorneys' fees, expenses, costs, and
17 interest.

18 27. This Settlement Agreement shall not be construed more strictly against one party than
19 against the other merely by virtue of the fact that it may have been prepared primarily by counsel for
20 one of the parties; it being recognized that both parties have contributed substantially and materially to
21 the preparation of this Settlement Agreement.

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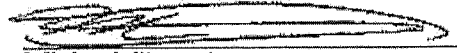
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1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable
2 cause for the seizure and forfeiture of the \$999,830.00 in United States Currency.

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4 DATED: Oct. 23/13

5 Law Offices of Richards and Associates,
6 APC

7 Ronald N. Richards
8 Counsel for Michael Simard


Michael Simard

9
10 DATED: 10-23-13

DATED: 10-23-2013
DANIEL G. BOGDEN
United States Attorney


Michael A. Humphreys
Assistant United States Attorney

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18 IT IS SO ORDERED:

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22 UNITED STATES DISTRICT JUDGE

23 DATED: 25th November, 2013
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